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The court said that a person confined in state prison under a sentence of death is a convict and criminal within the statute authorizing the superintendent of state prisons to make regulations for the record of photographs and other means of identifying criminals, and that measurements and photographs so taken are public records and cannot be destroyed without the consent of the legislature. As to Molineux's contention that a subsequent acquittal entitled him to mandamus to compel the superintendent of state prisons to deliver such records the court said: "If the position of the defendant is sound where is the destruction of public records to end? What may become of the indictment, the minutes of the clerk recording the verdict of guilty, and the judgment of conviction? . . . . Our order of reversal and judgment acquitting the defendant are public records open to the inspection of all which neutralizes every legal presumption against him arising from the judgment of conviction."

SPECIFIC PERFORMANCE—CONTRACT TO DEVISE—FAMILY SETTLEMENT.—J. W. Price was involved in a law suit with two of his sons. This suit was settled by a compromise by which the children conveyed to their father the lands in controversy, and he agreed to devise all of his lands to his children, "respectively with limitations." By his will he left to one son, J. M. Price a tract of 183 acres for life. J. M. Price alleges that this is not a compliance with the terms of the contract inasmuch as some of the children received larger amounts with different limitations, whereas under the contract they should have shared equally and been subject to the same limitations. He brings this suit against the administrator and devisees for specific performance of the contract to devise. *Held*, that equity will grant specific performance of a contract to devise lands; that compromises, especially those settling family disputes, should be sustained if possible; that the will of the testator was a substantial performance of the contract; and that the decision of the lower court dismisssing the suit should be sustained. *Price* v. *Price* (1903), — N. C. —, 45 S. E. Rep. 855.

MONTGOMERY, J., dissents on the ground that the agreement to devise to the parties, "respectively with limitations," is too indefinite to convey any meaning and that the court should have so instructed the jury. The two opinions lead to the same result so far as the suit for specific performance is concerned. The court refuses it because the contract was performed as agreed, the dissenting judge because the contract is too indefinite. The only difference is that under the dissenting opinion the complainant might disregard the compromise and open up the old controversy. This decision illustrates the length to which courts of equity will go in sustaining compromises of family disputes. Such expressions as, "a handsome gratuity to each of my executors" (*Jubber* v. *Jubber*, 9 Sim. 503), to certain persons, "and their neighbors" (*Marshall* v. *White's Creek Turnpike Co.*, 47 Tenn. 252), an agreement to give, "100 acres of land" without location or value, (*Sherman* v. *Kitsmiller*, 17 Serg. & R. 45), a contract to give a daughter, "a full share of his property" (*Adams* v. *Adams*, 26 Ala. 272), have been held void for uncertainty, but the courts will go to the limit in seeking to sustain a compromise of a family dispute, especially after a lapse of time. *Boyd* v. *Robinson*, 93 Tenn. 1, 23 S. W. 72; *Johnston* v. *Furnier*, 69 Pa. St. 449.

SURETYSHIP—ACTION BY CREDITOR AT REQUEST OF SURETY—ESTOPPEL.—Plaintiff held certain promissory notes against the defendant. Some of the sureties on the notes had been led to believe that certain of his wife's prop-

erty was owned by the defendant. This property was afterward sold, and suit is now brought at the request of the sureties to subject certain notes given in payment therefor to the claims of the plaintiff, and to set aside an alleged fraudulent transfer. *Held*, that the plaintiff's bill should be dismissed. *Citizen's Bank* v. *Burrus et al.* (1903), — Mo. —, 77 S.W. Rep. 748.

The decision appears to be correct, because, while it was contended that the defendants were estopped to set up the ownership of the property by the wife, yet it will be noticed that the representations were not made to the plaintiff, nor is it shown to have relied upon them. *John Shillito Co.* v. *McClung*, 51 Fed. Rep. 868, 2 C. C. A. 526, 6 U. S. App. 128; *Kinney* v. *Whitton*, 44 Conn. 262, 26 Am. Rep. 462; *Union Nat. Bank* v. *Post*, 55 Ill. App. 369; and as the sureties had not paid the notes they had as yet suffered no loss that would give rise to a cause of action in their favor, AM. AND ENG. ENC. OF LAW, vol. 24, p. 775, and it was so reasoned out by the court. Not a case was cited in the opinion, however, nor does there seem to be an exact precedent.

TORTS—MASTER AND SERVANT—LIABILITY OF THIRD PERSON FOR INDUCING DISCHARGE OF SERVANT.—Plaintiff was engaged for an indefinite period as the servant of A. S. & Co. Having been injured, he brought an action against A. S. & Co. to recover damages. Defendant had insured A. S. & Co. against all liability for injuries to its employees and had the right to compromise any suit arising from such injuries. The terms of the policy provided for its cancellation by defendant upon five days' notice, but it was silent as to the right to compel A. S. & Co. to discharge any employee at the direction of defendant. Defendant's agent endeavored to induce plaintiff to compromise his suit for a nominal sum, and failing in this, made threats to A. S. & Co. that unless plaintiff was discharged at once the policy would be immediately canceled. A. S. & Co. thereupon discharged plaintiff and he brought this action against the insurance company. *Held*, defendant's interference with the contractual relation between plaintiff and A. S. & Co. was without legal excuse and a verdict for plaintiff was properly rendered. *London Guarantee & Accident Company* v. *Horn* (1903), — Ill. —, 69 N. E. Rep. 526.

The court recognizes that competition in trade, employment or business may furnish a sufficient justification for inducing one party to a contract to commit a breach, although the other party is thereby injured, but holds that the competition for a livelihood generally existing among men is not such an excuse. The fact that the contract between A. S. & Co. and plaintiff was not for a specified time was held to be immaterial. WILKIN and CARTWRIGHT JJ. dissent for the reason that it did not appear that there was any threat to cancel the policy otherwise than according to its terms and that no action could be based on a threat to do a lawful act. The late case of *Giblan* v. *Trade Union*, [1903], 2 K. B. 600, sustains the principal decision. For a condensed history of the development of the law relating to the liability of a third person for maliciously inducing the breach of a contract and a review of cases bearing on the subject see 2 MICHIGAN LAW REVIEW, 305.

TORTS—NEGLIGENCE—IMPUTING NEGLIGENCE OF PARENT TO A CHILD.—Because of a defect in the track, plaintiff, a child, was thrown from one of defendant's street cars and severely injured. At the time of the accident plaintiff's mother was sitting on the seat opposite to him. No negligence of any nature was shown on the part of plaintiff. In an action for the damages sustained, *Held*, no conduct on the part of plaintiff which would be negli-